App F IX 4

Previous References

1948-49
(ML)

File No 171-48
Serial Nos. 9, 10

Later References
OTB 14-50-19,20

GENERAL AND REVENUE SECRETARIAT

Serial Nos Two

P. 34 (E.K)

Part B for Dec 48

SUBJECT

Conditions for the Sale of Sites in The Industrial Suburb Bangalore

---

To: The Chairman C I T B Bangalore
The Auditor P W D
The ML Comr Bangalore City
Chief Engr for Rds & Bldgs in Mysore
D F C Mysore

G O No L 6589-93/D-16-12-48
Sanctions the proposal.

conditions for the sale of sites
in the Industrial Suburb, Bangalore.

From the Chairman, Trust Board,
Bangalore

No 4 76/47-8 dt 2-9-47

Its among other things, the draft-
conditions subject-to which
the sites are to be disposed of in
the Industrial Suburb area

1) submitted with a note in
the matter -

At the meeting held in
the Dewan's chambers on 14-8-47
the Trust-Board Schemes, it was
decided that the above draft-
conditions proposed by the Trust-Board
may be examined by
the Allotment Committee constituted
for the allotment of sites in the Industrial
Suburb area, with reference to the
layout proposed and recommendations
submitted for the approval of Govt

2) The draft conditions
have accordingly been considered

2) 1353 Law

1488/ml/ 12-9-47

amendments for the sale of plots in the industrial sub-unit are as, stamped by the Allotment committee at their meeting held on 30/8/47 The revised draft amendments, as approved by the committee are submitted for perusal

2) The Law section may be consulted in the first instance whether the amendments proposed now are in order

M.A. 12/9/47 The Allotment Committee 301 have themselves suggested that the question may be referred to the Law department for opinion. It may be done accordingly in the first instance

Revised 13/9/47

5 For favour of opinion

13/9/47

15/463 15/9/47

Fr 15/9

Law Secy W/C

1488 ✓ 391

From the chairman, Bangalore
Trust Board

No -J 240/47 & 5/1/48

His revised draft conclusions subject to which the sites are proposed to be disposed of in the Indiranagar Layout area, as at

1) submitted with reference to the remarks of the Advocate general at para 9 of the notes

2) It is seen from the reply of the chairman that the conditions have been suitably revised the Advocate general may again be consulted as to whether the draft conditions now proposed may be affirmed in the light of the remarks of the chairman

(Ref A)

10/1/48

2) This will be sent to the Advocate General for favour of remarks — vide para 9 (b) supra

3) Yes

15/1/48

12/1/48

4
6

3911/L

Ho No 193 d 16-1-48

22) Forwarded with compliments
to the Advocate General for
favour of remarks

6/3

Fro Sykes/47-48
d 17/1/1948

By order

Ho Do 80/67-48
d 5-3-48 Memorandum w/e

26/1/48
Revenue Secretary

23) As the draft forwarded to me
still takes the shape of conditions and
terms prescribed by Govt and not of
a Grant on undertakings I have
sent a revised draft and the Chairman
may be requested to scrutinize the same
to see whether it conforms to the
ideas he has in mind

As I have sent a revised draft,
the corrections and wordings on the
draft forwarded to me may be if moved

Sgd. Ethayathulla
4/3/48

fg A)

24) NB A separate draft may be
drawn up for grant of plots
in the Industrial Labour
Housing Area as I feel
that it need not be part
of the Grant for factory
If it is meant to compel
the grantee to buy plots
in the Housing area the
extent and so many other
details have to be filled in
and it may not be possible
to predicate them in the
initial stages of the construction
of the factory building

for Secretary
4/3/48

3911/L

conditions subject to which
sites to be granted in the areas
submitted

25) submitted with a draft letter
to the chairman calling for his
remarks on the revised draft
suggested by the Advocate general
at paras 23 & 24 supra

MA 12/3
Pr B 3/48

26) For appl
new regd for
17/3/48

2196/16D

27) Appd
S
17/3/48

28) Issue
for
17 3 48

To
the chairman, B T B
2 15- 800 & 13/4/48
calls for further information

Asst Secy 14/4

Letter No J 416/47 & 10/5/48
from the chairman, C.D.V and
Sangalee furnishing the opinion
of the Trust Board

3911 J 6886/jml re conditions subject to which plots to be granted in the Industrial Estate

29) submitted with reference to para 27 supra

30) The chairman says that the revised draft proposed by the Advocate general may be accepted, in this connection he proposes to add the following clause in the preamble at the end

(Pg A)

" ----- and whereas further the grantee has agreed to take up ---- plots in the harbour area as per conditions as may be imposed in this regard and has also deposited Rs --- on this account"

31) The Advocate general may be consulted as to whether the above clause may also be included, as proposed by the chairman in this respect

[illegible]

RLNO 833. d31-5-48A

6 5/1 ME

32) Forwarded with Compliments to the Advocate-General for his remarks on the proposals made by the Chairman of the Trust Board above at A & B on his letter dated 10-5-48. and Very early return A.O

Jr Secretary
28/5/48

Ltr no 107
dy 4-7-48
dy 8-7-48

(Retransmitted by)

33) The suggestion made by the Chairman is acceptable I have made some verbal changes in the proposed addition (underlined in red) in the Chairmans letter

Sgd Ethirajulu Naidu
Ag 8/7/48

Secretary
9/7/48

34) In view of the opinion of the Advocate general at para 33 supra, the conditions subject to which sites are to be granted in the residential suburban area may be approved The additional clause proposed by the Chairman of the

~~Undertakings~~ subject to which sites to be granted in the industrial suburb area

~~Undertaking~~

Trust deed and as executed by the Advocate general is also included in the preamble at the end submitted with reference to paras 27 and 32 supra

para 25 (a) The chairman will be requested to send separate documents as regards the sites in the housing area as suggested by the Advocate general and agreed to by the chairman This will be done after the issue of orders re the draft ~~enacted~~ undertakings referred to at para 34 supra

para 26 (a) The draft ~~bond~~ form of the bond to be executed by those persons to whom grants of sites would be made in the Industrial suburb area ~~Save~~ save by the ~~form~~ of Improvement Trust

Board as ~~flagged~~ ~~as~~ DFT for approval
has been prepared in consultation
with the Advocate-General and has
been accepted by the Chairman
of the Trust Board also it
contains the conditions subject to
which titles would be granted to
such persons for the construction
of factories for starting industries,
A | in, or for shifting existing industries
to the industrial area This may
be approved

37) In regard to the suggestion of
the Advocate-General at para
24 supra, the Chairman of
the Trust Board is agreeable to
B | get another document separately
executed for the grant of sites
in the area included in
the Estate for housing labour
This proposal may also be appd

12

MK 6000-

3) A & B above may be approved new secy) for 26/6/48

3) the above proposals A & B may be approved

Mrs Fincham) appd subject to the following clause added re payment of excess charges promptly in case of conversion of premises now erected on the lands in question

Sec D 29/9

S- 30/9

Fanning 30/9/48

OFFICE OF THE MINISTER FOR FINANCE & INDUSTRIES
No 46
Date 3.7.48

submitted with a draft. As regards 'B' a separate letter will be sent

Mrs incorporated in the draft for ultimate approval from

JOR 25/11/48

To, the chairman, STB
the Secretary, PWD
the RE commissioner
the chief engineer for R&B & the Director of Lands
L 6589 - 93 & 16-12-48
Sanction the proposal

£/11/48

BMcA 25/11

Letter No G 76/47-8/E 3 dated 2nd September 1947 from the Chairman, City Improvement Trust Board, Bangalore to the Secretary To Government of Mysore, Revenue Department, Bangalore

---

"Adverting to your letter D O letter No L 3078/E 1 dated - 22-8-1947 enclosing for necessary action a copy of the minutes of the meeting in the Dewan's Chambers on 14-8-1947, I have the honour to state that a meeting of the Allotment Committee was called for on 30-8-1947 and several decisions taken I enclose a copy of the Proceedings for the information of Government The subjects referred to this Committee as per minutes referred to above were:-

(i) The consideration of conditions subject to which the sites are to be disposed of in the area

(ii) Zoning of industries in the area

(iii) The proposal of the Trust Board for the formation of sites of smaller dimensions to meet urgent demands

(iv) Approval of the draft notice proposed to be publishe inviting applications for sites in the Industrial Suburb and also approval of the draft questionnaire

All these subjects were placed before the Allotment Committee and resolutions were passed as detailed in the proceedings attached herewith

I am enclosing herewith

(i) The draft conditions subject to which sites are to be disposed of, as resolved

(ii) The form and the terms of the notice proposed to be published inviting applications for sites in the industrial Suburb

(iii) The form and terms of the Questionnaire or Application forms to be given to the applicants

As per directions in the Minutes, the above are to be approved by Government

4 Since these forms are to be made available to intending applicants very urgently, I request approval of Government may be obtained immediately and sent to me

5 I may add that these drafts have found unanimous acceptance of the Allotment Committee The enforcibility of the conditions may also be gone into.

I solicit very early orders approving these drafts *

Subject No 4 Draft conditions to be imposed on the Industries (Conditions for sale of sites in the Industrial Suburb area)

***

The draft prepared by the Chairman was fully discussed The Director of Industries and Commerce pointed out that the first condition should read as follows -

1) The factory and other buildings to be constructed should conform to the Mysore Factories act, and that the plans and designs of the Buildings are to be sent to the Chairman, City Improvement Trust Board to be approved by competent Authority

2) This was accepted The following clauses were approved -

2) The area granted should not be sub-divided

3) That the grant is subject to the condition that if the site is intended to be sold or otherwise disposed of by the grantee there will be a preemption clause in favour of the Board at the rate that may be fixed by the Board which shall be final

4) No residential quarters are to be built in the Factory area, except watchman's quarters and Manager's Quarters

5) The grantee should start the construction of the factory within Six months of possession and the construction is to be completed within the time stipulated by the Board.

6) Persons intending to build factories in the Industrial Suburb area to take sites at rates to be fixed by the Board in the Industrial Labour Housing Area, to house their labour They should agree to put up the labour quarters according to plans and designs approved by the Board and within the time to be specified by the Board and subject to the condition, that incase it is intended to alienate the site and building, there will be a clause of preemption in favour of the Board at rates to be fixed by the Board which shall be final

7) That the title deed to the land in the Suburb will be given to the grantee on the fulfilment by him of the conditions stipulated within the time, and till then he will have only possession

8) The Board reserves the right to resume possession of the site with structures if any in case the grantee commits any default of the conditions of the grant and also in case he is found to have given any false statements in his applications

The members also suggested that the legality or otherwise of these conditions may be ascertained from the Legal advisers of Government

***

C No
Ref on Pet No } 19 —19
App No

Dis No

Enclosure Dated
Approved on
Copied on by
Examined on by
Signed on Despatched on
Entered in—
Current } Register on
Petition }
Appeal } By

Periodical

Reminded on

WD 0639—GPB—75 000—15-6-45

DRAFT L 10366
20/10/47

To

The chairman, C & T Board, Bhopal

Docket Abstract

Sir

With reference to your letter No 76/47 dt 2-9-47 forwarding the draft conditions subject to which the sites are proposed to be disposed of in the industrial suburban area, I am directed to state as follows —

1) The clause under which the only possession of the site and not title is given, conflicts with the provision for pre-emption made in clause 6 of conditions

2) The draft now sent contains only general principles on which sites are to be granted Hence that draft bond that is to be taken from the grantee

the draft of the grant embodying the
conclusions may be prepared & sent
to this office at an early date
(for scrutiny)

I have etc

S
13/10/47

for Secretary

P.T.O.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 10366

Dated Bangalore 20th October 1947

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore
Revenue Department,
Bangalore

To

The Chairman,
City Improvement Trust Board,
~~Mysore.~~
Bangalore

Sir,

With reference to your letter No G 76/47 dated 2 9 1947 forwarding among things, the draft conditions subject to which the sites are proposed to be ~~xxxxxxxx~~ disposed of in the Industrial Suburb area, I am directed to state as follows -

1 Clause 7 under which only possession of the site and not title thereto is given, conflicts with provision for pre-emption made in clause 6 of the conditions

2 The draft now sent contains only general principles or conditions on which sites are to be granted A draft of the bond that is to be taken from the grantee or a draft of the grant embodying the conditions may be prepared and sent for scrutiny to this Office at an early date

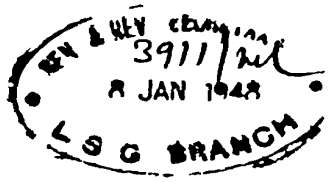
I have the honour to be,
Sir,
Your most obedient servant

Secretary to Government,
Revenue Department

kmr 3 Spy

No 240/147-48

OFFICE OF THE CHAIRMAN,
City Improvement Trust Board,
Dated, Bangalore, the 5th January 48



To

SYED ABDUL ALEEM, ESQ, B A,
Secretary to Government,
Revenue Department,
BANGALORE

Sir,

SUBJECT Draft conditions subject to which sites are proposed to be disposed of in the - Industrial Suburb Area

With reference to your letter No L 10366 dated 20th October 1947 making certain observations with regard to Clauses 6 & 7 of the Draft Conditions of allotment sent with this Office letter No G-76/47-48 dated 2-9-1947, I have the honour to state that the preemption conterplated in Clause 6 which relates to the sites in the Labour Housing area of the Suburb, will take effect even in case the grantee fulfills the conditions of the grant stipulated in Clauses 1,2,4 and 5 and his title is completed

After his title becomes complete and title deed is given, if he wishes to sell, then the preemption clause will operate and give the Board the right of purchase.

Clause 7 under which the party does not get any - title but only possession, will be in operation only so long as he does not fulfill the conditions ennumerated in Clauses 1,2,4,5 and 6 Clause 8 which gives the Board the right to resume possession can be effectively exercised if no title is conferred on the grantee, but only possession is given and for the operation of Clause 8 the conditions laid down in Clause 7 is very necessary

Therefore though there may seem to be an apparent conflict between Clauses 6 and 7, if clauses 6,7 and 8 are read together the conflict will be found to be not real

A Draft Deed of grant embodying the conditions of grant is enclosed as desired in Para 2 of your letter I may add that flowing from Clauses 3 and 6, it is necessary to stipulate a time limit within which the Board should exercise its right of preemption of purchasing the site and buildings thereon I have therefore added a 4 months period which is necessary for this purpose from the time the grantee gives a ~~required~~ registered notice of his intention to sell.

The draft deed may kindly be further examined and approval of Government thereto obtained.

I have the honour to be,
Sir,
Your most obedient servant,

C V Narayanan
CHAIRMAN

HR/Mss/4

at Bangalore City this Day of 194

This ~~deed of grant~~ indenture executed by the ~~Chairman~~, represented by the chairman of the Bangalore City Improvement Trust Board (hereinafter ~~represented by the chairman of the~~ called the Grantor) in favour of hereinafter called the Grantee which terms shall mean and include their successors, assigns, heirs representatives and administrators as the case may be, witnesseth -

Whereas the Bangalore City Improvement Trust Board has under orders of the Government of Mysore, - formed an Industrial Suburb in Bangalore to locate industries, whereas the terms, ~~and~~ conditions of the project and undertakings to be given by the grantee hereinafter mentioned subject to which sites may be granted to persons to locate industries have also been approved by Government and whereas it has further been decided by Government that an upset rate of Rs per Sq Yd be charged to the grantees shifting their old industries to the Industrial Suburb from ~~its~~ their present location in Bangalore and Rs per Sq yard for persons starting new industries without prejudice to the right of Government in a fit case to fix other rates in specific ~~cases~~ instances and whereas the grantee applied in the suburb aforesaid for a site to locate his industry ~~here~~ subject to the terms, conditions and undertakings above mentioned and the Government ~~have~~ are agreeable to the ~~said allotment~~ grant,

Now this deed of grant witnesseth ~~is executed to the effect~~ ~~that~~ the grantor hereby grants to the grantee the site described in the Schedule hereto annexed (and hereinafter referred to as the schedule site) at Rs per Sq yard, aggregating to Rs the receipt of which sum ~~has been paid by the grantee to the Grantor, subject to the following Conditions.~~ the Grantor hereby acknowledges

CONDITIONS

1 The Factory and other buildings to be constructed should conform to the Mysore Factories act and that the plans and designs of the Buildings are to be sent to the Chairman, C I Trust Board to be approved by competent authority

2 The area granted should not be sub divided

3 (i)That the grant is subject to the condition that if the site be intended to be sold or otherwise disposed of by the grantee, there will be a pre-emption clause in favour of the Board at the rate that may be fixed by the Board which will be final

(ii)The Grantee will be bound to give a registered - Notice to the Grantor of his intention to sell, the Grantor being at liberty to exercise his right of purchase within 4 months of the receipt of the said Notice

4 No residential quarters are to be built in the Factory area except Watchman's Quarters and Manager's Quarters

5 The grantee should start the construction of the Factory within six months of possession and the construction is to be completed within the time stipulated by the Board

6 (i)Persons intending to build factories in the Industrial Suburb area to take sites at rates to be fixed by the Board in the Industrial Labour Housing Area, to house their labour They should agree to put up the labour quarters according to plans and designs approved by the Board and within the time to be - specified by the Board and subject to the condition that in case it is intended to alienate the site - and building, there will be a clause of preemption in favour of the Board at rates to be fixed by the Board which will be final

(ii) The Grantee will be bound to give a registered Notice to the Grantor of his intention to sell, the Grantor being at liberty to exercise his right of purchase within 4 months of the receipt of the said Notice

7 That title deed to the land in the Suburb will be - given to the grantee on the fulfilment by him of the conditions stipulated within the time, and till then he will have only possession

The Board reserves the right to resume possession of the site with structures, if any, in case the grantee commits any default of the conditions of the grant and - also in case he is found to have given any false statement in his application

(Senior) Chairman, P

In ~~token~~ witness whereof, the Grantor ~~for the Board~~ has ~~this day signed his hand and seal to this Deed of Grant before the under entioned witnesses~~ and the Grantee ~~who has also~~ have affixed ~~his signature in token of his acceptance of the conditions~~ their hand & seal hereunto in the presence of witnesses

(Grantor) CPWD,
City Improvement Board,
Bangalore

(Grantee)

C.P. Narasimhan

The Grantee undertakes
a) not to subdivide the schedule property,
b) to start the construction of building for location of the factory within ~~from the date of the~~ and to complete the construction within ~~for the next~~ succeeding ~~calendar~~ months of the receipt of the approved plan from the Board
c) that such building shall conform to the provisions of the Bangalore Factories Act and shall be in accordance with the plans approved by such competent authority as Government may from time to time appoint for the purpose; and
d) ~~to~~ not to build any residential quarters on the schedule property except for one manager and one watchman of the factory
so deems

Grantor shall transfer ownership and execute a deed of sale of the schedule property in favour of the Grantee after the Grantee observes the undertakings mentioned in clause 2 above

In the event of the Grantee failing to fulfil any of the said undertakings ~~of~~ it shall be optional to the ~~City Improvement Trust~~ Board to resume possession of the schedule site with the previous approval of Government to such structures as may be standing thereon at the time, and on such resumption the Board shall be entitled to full access of the schedule site and the structures thereon and the Grantee shall ~~lose~~ forfeit all right thereto and interest thereon ~~or shall he be entitled to any damages~~ payment or damages

4 ~~The~~ If at any time before the completion of the structures on the schedule site the Grantee ~~shall become~~ is adjudged insolvent or ~~shall~~ of making ~~have~~ a composition with his creditors or ~~shall~~ commit an act of insolvency or ~~shall~~ die before the completion of the structures thereon as aforesaid, the Grantee shall ~~be~~ forfeit all his rights under these presents and the Board shall be at liberty to dispose of the schedule site and the structures thereon to any person ~~whom~~ they may think fit, ~~and~~ the Grantee ~~shall~~ or his representatives shall be entitled to receive from the Board the amount paid by the Grantee for the schedule site less ~~the~~ such amount as the Board may consider sufficient to cover the cost of the structures thereon and ~~the~~ any damages ~~which~~ the Board may have sustained by reason of the breach of any of the conditions ~~of~~ herein contained.

two copies

To,

L 15-800

13-4-48

12

The chairman, C & T Board,
Bangalore

Sir,

With reference to ~~the~~ your correspondence ending with your letter No F 240/47-48 & 5/1/48 re the draft ~~conditions~~ conditions subject to which sites may be granted in the industrial sub-urb area, Bangalore I am directed to state that the Advocate-general who was again consulted ~~in the~~ in the matter, is of opinion that the draft ~~conditions~~ now proposed still takes the shape of the conditions and terms prescribed by Govt and not of a grant or undertakings He has therefore ~~suggested proposed~~ proposed a revised draft, a copy of which is sent herewith ~~for~~ to you. You may ~~scrutinise~~ examine ~~& revise~~ & see whether it conforms to the ideas you have in mind ~~your~~ & express opinion on them

Typed copy of Eng A please -

revised draft may likely be
furnished immediately

The Advocate general also
suggests that a separate draft may
be drawn up for grant of sites in the
Industrial Labour Housing area, as he
feels that it need not be a part of the
grant for the factory

He is of opinion that, if
it we want to compel the grantee
buy sites in the Housing area, the extent
and ~~so~~ many other details have to
be filled in and that it may
not be possible to predicate them
in the initial stages of the construction
of the factory building

I have etc

17/3
Reverse

To
13 x 48

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No L 15800/2

Dated Bangalore 13/4/1948

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore
Revenue Department

To

The Chairman,
City Improvement Trust Board,
Bangalore.

Sir,

With reference to the correspondence ending with your letter No G 240/47-48 dated 5th January 1948 re the draft conditions subject to which sites may be granted in the Industrial Suburb area, Bangalore, I am directed to state that the Advocate General who was again consulted in the matter is of opinion that the draft now propose still takes the shape of the conditions and terms prescribed by Government and not of a grant on undertakings He has therefore proposed a revised draft, a copy of which is sent herewith to you. You may scrutinise it and see whether it confirms to the ideas you have in mind Your opinion on this revised draft may kindly be furnished immediately

The Advocate General also suggests that a separate draft may be drawn up for grant of sites in the Industrial Labour Housing area, as he feels that it need not be a part of the grant for the Factory

He is of opinion that, if it is meant to compel the grantee to buy sites in the Housing area, the extent and many other details have to be filled in and that it may not be possible to predicate them in the initial stages of the construction of the factory building

I have the honour to be,
Sir,
Your most obedient servant,

For [illegible]
Secretary to Government,
Revenue Department.

tvr.

15

MR·171-148-9

GENERAL & REVENUE BRANCH 6886 13 MAY 1948 MUNICIPAL BRANCH

G416/107-8

Office of the City Improvement Trust Board,
"Ranga Vilas", Seshadri Road,
Dated, Bangalore, the 10th May 1948

TO

SYED ALEEM, ESQ., B A,
Secretary to Government,
Revenue Department, BANGALORE

M/Mecca

REVENUE GOVT SECRETARIAT 12/5

Sir,

SUB - Draft conditions subject to which sites are to be granted in the Industrial Suburb area

With reference to the correspondence ending with your letter No L 15800 dated the 13th April 1948 forwarding for opinion, a copy of the revised draft proposed by the Advocate General, I have the honour to state that a revised draft now proposed by the Advocate General and received with your letter under reply may be accepted

Since it is intended to force the purchasers of sites in the Industrial Suburb to take sites for housing labour, the clause noted below may be added in the preamble at the end

A — and whereas further the grantee has agreed to take up sites in the housing area ~~thereof~~ under ~~such~~ conditions as may be imposed in this regard and has also deposited Rs /- on this account "

It is felt necessary to mention this, in the document since otherwise it is likely that they may take the site for the industry and default as regards the housing site for Labour

As indicated by the Advocate General, another separate document may be taken as regards the site in the housing area

Approval of Government may kindly be obtained (1) to the draft conditions as above, as also to the revised layout (2) and the list (3) of allottees sent with this office letter No G 393/47-48 dated 3-5-1948 and communicated

items 2+3 are being dealt with separately

I have the honour to be,
Sir,
Your most obedient servant,

C N Narasinga Rao

CHAIRMAN

22/6

gvm/-

R S App F VI—G 2]

SUBJECT

Diary No of letter replied to 6856

General and Revenue Secretariat

( )

the *194*

Date of issue 16-12- 1948

Signed by Sd G.R Rao

May this be—

(i) printed ?

(ii) treated as a standin order ?

(iii) published in the Gazette English Part ?

(iv) transla ed ?

(v) placed at the dispo al of the press ?

(vi) published in the (azette Kannada Part ?

Section

File No 171-48

Serial No 16

Proceedings of the Government of His Highness the Maharaja of Mysore

Read— correspondence ending with letter No F 416/47-48 & 10-5-48 from the chairman, C I T Board, Bangalore, reporting sanction to the conditions, subject to which plots will be disposed of in the industrial suburb, Bangalore, for the location of industries

order No 6589-93 dated 16-12-48

~~Order thereon—No~~

The conditions proposed are approved and appended to this order, being

to the addition of another clause to the effect that the grantee should pay excess charges pro rata in case conversion fee is levied on the lands acquired for the formation of the industrial suburb

2 The chairman is requested to include the additional clause under the other conditions and to arrange for these agreements conditions being formulated thereto and a few copies supplied to the secretariat for reference

3 The protocol of the chairman's responsibility in respect of the grant of plots in the area included in the suburb for housing labour is also approved

Dr Rewsaq

To

The chairman, C D T Board, Bangalore

Copied by

The Architect, P W D

Examined by

The D C concerned, Bangalore

The chief Engineer for Roads

The Secretary of the

THIS INDENTURE Executed at Bangalore City, this Day of One thousand nine hundred and forty by the Bangalore City Improvement Trust Board represented by its Chairman (hereinafter called the GRANTOR) in favour of (hereinafter called the GRANTEE which term shall mean and include their successors, assigns, heirs, representatives and administrators as the case may be) witnesseth

WHEREAS the Bangalore City Improvement Trust Board has under orders of the Government of Mysore formed an Industrial Suburb in Bangalore to locate industries whereas the terms ~~of the grant,~~ and conditions and undertakings to be given by the grantee, hereinafter mentioned subject to which sites may be granted to persons to locate industries have also been aproved by Government and whereas it has further been decided by Government that an upset rate of Rs - per square yard be charged to ~~the grantees~~ persons shifting their old industries to the Industrial Suburb from their present location in Bangalore and Rs per square yard ~~for persons~~ + three starting new industries, without prejudice to the right of Government in either case to fix ~~their~~ other rates in specific instances / and whereas the grantee applied for a site to locate his industry in the suburb abovesaid ~~subject to the terms conditions and undertakings abovementioned~~ and the Government are agreeable to ~~the~~ make the grant and whereas further the grantee has agreed to take up --- site in the housing area on such terms and conditions as may be imposed as stated regarding by the grantor and has also deposited Rs --/- in this account

NOW THIS DEED OF GRANT WITNESSETH --

1 The grantor hereby grants to the grantee possession of the site described in the Schedule hereto annexed (and hereinafter referred to as the Schedule site) at Rs per square yard aggregating to Rs , the receipt of which sum the grantor hereby acknowledges

2 The grantee undertakes -

(a) not to sub-divide the schedule property,

(b) to start the construction of buildings for

for location of the factory within months of the receipt of the approved plan as per the next succeeding sub-clause, and to complete the construction within months thereafter

(c) That such buildings shall conform to the provisions of the Mysore Factories Act and shall be, in accordance with the plans approved by such competent authority as Government may from time to time appoint for the purpose and

(d) not to build any residential quarters on the schedule property except for one manager and one watchman if the grantee so desires

3 The grantor shall transfer ownership and execute a deed of sale of the schedule property in favour of the grantee on the fulfilment by the grantee of the undertakings stipulated in clause 2 above

4 In the event of the grantee failing to fulfil any of the said undertakings, it shall be optional to the ~~Board~~ Grantor with the previous approval of Government to resume possession of the schedule property with such structures as may be existing thereon at the time and on such resumption the ~~Board~~ Grantor shall be full owner of the schedule site and the structures thereon and the grantee shall lose all right thereto and interest therein nor shall he be entitled to any payment or damages

5 If at any time, before the completion of the structures on the schedule site the grantee intends to sell his interest in the schedule site and the structures thereon existing at the time, the grantee shall give notice in writing of such intention to the grantor who may within four months from the receipt of such notice buy the grantee's interest for the price fixed by such competent authority as Government may from time to time appoint for the purpose

IN WITNESS WHEREOF the grantor and the grantee have affixed their hand and seal hereunto, in the presence of witnesses

WITNESSES --
1
2

(GRANTOR) Chairman
City Improvement Trust Board
Bangalore

GRANTEE)

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

READ -

Correspondence erding with letter No C 416/47-78 dated 10th May 1948 from the Chairman, City Improvement Trust Board, Bangalore, requesting sanction to the conditions, subject to which sites will be disposed of in the Industrial Suburb, Bangalore, for the location of industries

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ORDER NO: ಎ 65-89-93/ml 171-48-10
Dated, Bangalore, the 16 12 48

The conditions proposed are approved and appended to this order, subject to the addition of another clause to the effect that the grantee should pay excess charges prorata in case conversion fine is levied on the lands acquired for the formation of the Industrial suburb

2 The Chairman, ~~xxx~~ is requested to include this additional clause under the other conditions and arrange for the ~~xx~~ agreement forms being printed and a few copies thereof supplied to the Secretariat for reference

3 The proposal of the Chairman to get another document separately prepared and executed for the grant of sites for housing labour etc , in the area included in the suburb is also approved

Sc

For Secretary to Government,
~~Revenue~~ Department

To

The Chairman, City Improvement Trust Board, Bangalore
" Auditor, Public Works Department
" Municipal Commissioner, Bangalore City
" Chief Engineer for Roads and Buildings in Mysore
" Director of Industries and Commerce in Mysore

[illegible] DIN IS OF THE GOVERNMENT OF HIS HIGHNE[illegible]

THE [illegible] AH RAJA [illegible]

THIS INDENTURE Executed at Bangalore City, this day of One Thousand nine hundred and forty by the Bangalore City Improvement Trust Board, represented by its Chairman, (Hereinafter called the GRANTOR) in favour of (hereinafter called the GRANTEE) which term shall mean and include their successors, successors, assigns, heirs, representatives and administrators as the case may be) witnesseth

WHEREAS the Bangalore City Improvement Trust Board has under orders of the Government of Mysore formed an Industrial suburb in Bangalore to locate industries, whereas the terms and conditions and undertakings to be given by the grantee, hereinafter mentioned subject to which sites may be granted to persons to locate industries have also been approved by Government, and whereas it has further been decided by Government that an upset rate of per square yard be charged to persons shifting their old industries to the Industrial suburb from their present location in Bangalore and Rs per square yard to those starting new industries, without prejudice to the right of Government in either case to fix other rates in specific instances and whereas the grantee applied for a site to locate his industry in the suburb aforesaid and the Government are agreeable to make the grant and whereas further the grantee has agreed to take up ------- sites in the housing area on such terms and conditions as may be imposed in this respect by the grantor and has also deposited Rs on this account

NOW, THIS DEED OF GRANT WITNESSETH

1 The grantor hereby grants to the grantee, possession of the site described in the schedule hereto annexed (and hereinafter referred to as the schedule site) at Rs per square yard, aggregating to Rs the receipt of which sum the grantor hereby ackrowledged,

2 The grantee undertakes -

(a) not to sub-divide the schedule property,

(b) to start the construction of buildings for the location of the factory within months of the receipt of the approved plan as per the next succeeding sub-clause and to complete the construction within months thereafter

(c) That such buildings shall conform to the provisions of the Mysore Factories Act and shall be in accordance with the plans approved by such competent authority as Government may from time to time appoint for the purpose, and

(d) not to build any residential quarters on the schedule property except for one manager and one watchman, if the grantee so desire

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In the event of the grantee failing to fulfil any of the said undertakings it shall be optional to the grantor with the previous approval of Government to ~~assume~~ resume possession of the schedule property with such structures as may be existing thereon at the time, and on such resumption the grantor shall be full owner of the schedule site and the structures thereon and the grantee shall lose all right thereto and interest therein nor shall he be entitled to any payment of damages

4 If, at any time, before the completion of the structures on the schedule site, the grantee intends to sell his ~~right~~ interest in the schedule site and the structures thereon existing at the time, the grantee shall give notice in writing of such intention to the grantor, who may within four months from the receipt of such notice buy the grantee's interest for the price fixed by such competent authority as Government may from time to time appoint for the purpose

IN WITNESS WHEREOF, the grantor and the grantee have affixed their hand and seal hereunto, in the presence of witnessess

WITNESSES

1 (GRANTOR) Chairman, City Improvement Trust Board, Bangalore

2 (Grantee)

for General Secretary to Government

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

READ:-

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ORDER NO: L65-89-93 Rul 171-48-10
Dated, Bangalore, the 16-12-48

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S/C

For Secretary to Government,
Revenue Department

To

The Chairman, City Improvement Trust Board, Bangalore
" Auditor, Public Works Department
" Municipal Commissioner, Bangalore City
" Chief Engineer for Roads and Buildings in Mysore
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THE MAHARAJA OF MYSORE

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WITNESSES

1 (GRANTOR) Chairman, City Improvement Trust Board, Bangalore

2 (Grantee)

For ~~Private~~ Secretary to Government